

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Jane Nelson
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING OF

Atlantic Services & Operations LLC
File Number: 806502140

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 03/19/2026

Effective: 03/19/2026



A handwritten signature in black ink that reads "Jane Nelson".

Jane Nelson
Secretary of State

Phone: (512) 463-5555
Prepared by: Miriam Zamora

Come visit us on the internet at <https://www.sos.texas.gov/>

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Document: 1568752340006

**CERTIFICATE OF FORMATION
OF
ATLANTIC SERVICES & OPERATIONS LLC
A TEXAS LIMITED LIABILITY COMPANY**

The undersigned, acting as the Organizer of a Limited Liability Company pursuant to the Texas Business Organizations Code (the "Code"), does hereby submit for filing pursuant to the Code the following Certificate of Formation for *Atlantic Services & Operations LLC* (the "Company"):

ARTICLE I

The name of the Limited Liability Company is *Atlantic Services & Operations LLC*.

The initial mailing address of the filing entity is: 10904 Casias Dr
Austin, Texas 78717.

ARTICLE II

The period of duration of the Company is perpetual.

ARTICLE III

The purpose for which the Company is organized is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

ARTICLE IV

The Company has the powers granted under the applicable provisions of the Texas Business Organizations Code.

ARTICLE V

The name of the initial registered agent of the Company in the State of Texas is John Green. The street address of the initial registered office of the Company is 10904 Casias Dr
Austin, Texas 78717.

ARTICLE VI

The Company will be managed by Members. The names and addresses of the Company's members are as follows:

Name: John Green
Address: 10904 Casias Dr
Austin, Texas 78717

Name: Robert Bensch
Address: 15313 Hillside Park Way
Cypress, Texas 77433

ARTICLE VII

The name and address of the Organizer is:

Name: John Green
Address: 10904 Casias Dr
Austin, Texas 78717

ARTICLE VIII

The initial Company Agreement will be adopted by the Members. The powers to alter, amend, or repeal the Company Agreement or adopt a new Company Agreement is vested in the Members.

ARTICLE IX

A. As permitted by law, no Member of the Company will be liable to the Company or its Members for damages caused by that Member's act or omission. This Article does not eliminate or limit the liability of a Member for any of the following:

- i. a breach of the Member's duty of loyalty to the Company or its other Members;
 - ii. an act or omission that breaches the Member's duty to the Company or an act or omission that involves intentional misconduct or a knowing violation of the law;
 - iii. a transaction from which the Member received an improper benefit whether or not the benefit resulted from an action taken within the scope of the Member's office;
- or,

iv. an act or omission for which the liability of a Member is expressly provided by an applicable statute.

B. Any repeal or amendment of this Article by the Members will not adversely affect the limitation of a Member's liability existing at the time of the repeal or amendment. The Member will not be liable to the extent permitted by Texas law limiting the liability of a Member or of a director of a corporation. The foregoing limitation of a Member's liability to the Company or its other members will not be exclusive. The Member will have any other rights or limitations of liability or indemnity to which a Member may be entitled under any other provision in the following:

- i. the Certificate of Formation;
- ii. the Company Agreement;
- iii. contract or agreement;
- iv. vote of members or disinterested members of the Company; or,
- v. otherwise.

ARTICLE X

This document becomes effective when the document is filed by the secretary of state.

IN WITNESS WHEREOF, this document is signed subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument on March 19, 2026, by the undersigned.

ORGANIZER:



John Green

**COMPANY AGREEMENT
OF
ATLANTIC SERVICES & OPERATIONS LLC
A TEXAS LIMITED LIABILITY COMPANY**

Adopted on 03/19/2026

**1.
General**

1.1 *Name of Limited Liability Company.* The initial name of the Limited Liability Company shall be Atlantic Services & Operations LLC, (“the Company”) as set forth in the Certificate of Formation filed with the Secretary of State. The Members may change the name by filing a Certificate of Amendment or a Restated Certificate of Formation with the Secretary of State.

1.2 *Purpose.* The purpose of the Company shall be for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code, as set forth in the Certificate of Formation. The Members may change the stated purpose by filing a Certificate of Amendment with the Secretary of State.

1.3 *Duration.* The Company’s duration shall be perpetual. The Members may alter the duration as may be necessary for the Company.

Registered Office. The Company’s initial registered office and registered agent shall be John Green, 10904 Casias Dr

Austin, Texas 78717, as set forth in the Certificate of Formation. The Members may change the registered office and/or registered agent by filing the appropriate Statement of Change, however, the registered office shall at all times be within the state of Texas. Any successive registered agent shall be of reliable character such that the agent shall immediately furnish the papers of any lawsuit to the attorneys for the Company to ensure the Company is not exposed to liability by a default judgment.

1.4 *Offices.* The Company may have offices at locations other than the registered office, as the Members determine are needed.

2.
Membership

2.1 Membership Qualifications. A Member may acquire membership status in the Company upon the determination that the Member would benefit the Company in some manner. Membership shall not be dependent upon the Member being able to make a contribution to the Company, pay cash or transfer property to the Company, or assume an obligation to make a contribution or otherwise pay cash or transfer property to the Company.

2.2 Classification of Membership Interests. All Members shall have the same status of membership interest in the Company, but each respective Member's contribution to the Company may affect the allocation of the Company's and any Series' profits and losses to the Members.

The Company may, with the approval of all its Members, issue new membership interests to accept new Members, and may establish a new class or group of its Members. Any promise by the new Member to make a contribution or otherwise pay cash or transfer property to the Company shall be in writing and signed by the new Member before the new Member is accepted.

2.3 Voting. All Members shall have an equal vote regardless of their respective interest in the Company.

2.4 Record Date. The Members may set the record date for determining the Members entitled to receive notice of a meeting of the Members, or to vote at a meeting of the Members or at any adjournment of such meeting; however, the date shall not be earlier than the 60th day before the date the action requiring such determination is originally to be taken. Should the Members fail to set the record date, the date shall be that on which notice of the meeting is given to Members.

2.5 Member Liability. All debts, obligations and liabilities of the Company, including those arising under a judgment, decree, or court order, shall be solely the debts, obligations and liabilities of the Company, and no Member shall be liable for any such debt, obligation, or liability of the Company solely due to being a Member.

2.6 Resignation of Member. A Member who resigns shall not retain any membership interest in the Company and shall submit the interest back to the Company, for which the

Member shall be entitled to the fair market value of the interest adjusted for profits and losses as of the date of resignation.

2.7 Assignment of Membership Interests. A Member may be permitted to transfer all or some the Member's membership interest to another party if approved by the vote of the Members. In such a case, the Member shall retain membership status and be entitled to exercise any unassigned membership rights or powers. The transfer of membership interest shall not entitle the assignee to membership status in the Company nor allow the assignee to exercise any management or membership rights or powers. The assignee shall have the right, to the extent the Member would have been entitled from the membership interest, to receive any distribution or allocation of income, gain, loss, deduction, credit, or a similar item; request and receive, for any proper purpose, reasonable information or a reasonable accounting of the transactions of the Company; and make, for any proper purpose, reasonable inspections of the books and records of the Company.

The assignee shall not be liable as a Member of the Company until and unless the assignee becomes a Member of the Company.

Should the Members vote to give the assignee membership status, the Member who transferred the Member's membership interest shall no longer continue to be entitled to exercise any membership rights or powers based upon the transferred membership interest. The transfer of membership interest shall not release the Member from the Member's liability to the Company, regardless of whether the assignee becomes a Member of the Company.

2.8 Divorce of Member. Upon the divorce of a Member, the Member's spouse, to the extent of the spouse's membership interest, if any, shall become an assignee of the membership interest.

2.9 Death of Member. Upon the death of a Member, the Member's surviving spouse, if any, and any heir, devisee, personal representative, or other successor of the Member, to the extent of their respective membership interest, shall be assignees of the membership interest.

3.
Management

3.1 Management. The management of the Company shall be vested in the Company's Members. The Company will not have Managers. The Members shall exercise or authorize the exercise of the necessary powers to conduct and manage the business and affairs of the Company. The Members shall exercise all such powers of the Company and do all such acts and things as are not prohibited by law, the Certificate of Formation, or this Agreement.

3.2 Meetings. The Members may meet at such time as may be determined by the Members. No annual, regular or special meetings are required. Meetings may be called for any purpose by the Members having not less than one-tenth of the votes entitled to be cast at the meeting, or any other person who may be designated in the future.

3.3 Place of Meetings. Any meeting of the Members may be held at such place, within or without the State of Texas, as may be fixed from time to time by the Members. The Members may determine that any meeting may be held by written consent of the Members or by means of remote communication. The Members may, by written consent, resolve to hold a meeting and the place at which it is to be held if all Members entitled to notice of that particular meeting agree in writing. If a meeting's location is not designated, the meeting shall take place at the Company's registered office at the time of the meeting.

3.4 Agreement in Lieu of Meeting. Any action that could be taken by the Managers at a meeting may be taken by unanimous agreement of the Managers with a writing in lieu of a meeting.

3.5 Notice. Notice of meetings shall be provided by written notice of the place, date, purpose, and time of the meeting. The notice shall be delivered to each Member entitled to notice not later than the 10th day and not earlier than the 60th day before the date of the meeting.

If the Member consents, the notice to that Member may be provided by electronic transmission. The Member may specify the form of electronic transmission to be used to communicate notice. Such notice by electronic transmission may be transmitted to a facsimile number or an electronic mail address provided by the Member for the purpose of receiving notice; posted on an electronic network with a message sent to the Member at the address

provided by the Member for the purpose of alerting the Member of the posting; or any other form of electronic transmission approved and consented to by the Member.

If a meeting is to be held by means of remote communication, the notice of the meeting shall include information as to how Members may access the list of Members entitled to vote at the meeting.

If mailed, notice shall be deemed delivered when deposited in the United States mail, addressed to the Member at the Member's address as it appears on the Company's records. An affidavit of the secretary, assistant secretary, or other agent of the Company stating that notice has been provided to a Member by the electronic transmission authorized above shall be, in the absence of fraud, prima facie evidence that the notice was provided to the Member.

3.6 *Conduct of Meetings.* All meetings of Managers shall be conducted in accordance with Robert's Rules of Order except when in conflict of this Agreement or the Certificate of Formation.

Any meeting of the Members may be held by means of a remote electronic communications system, including videoconferencing technology or the Internet, if each person entitled to participate in the meeting consents to the meeting being held by means of that system, and the system provides access to the meeting in a manner or using a method by which each person participating in the meeting can communicate concurrently with each other participant.

3.7 *Quorum.* With respect to any matter, the presence of a majority of Members shall constitute a quorum for the purpose of transacting business at a meeting of the Members. If a quorum is not present at any meeting, the Members present may adjourn the meeting to another time and location, or may temporarily adjourn the current meeting until a quorum is present. Notice of a temporary adjournment may be an announcement at the meeting.

3.8 *Voting.* The affirmative vote of the majority of the Members present at a meeting at which a quorum is present shall constitute an act of the Members for most matters.

A fundamental business transaction, or an action that would make it impossible to carry out the ordinary business of the Company, shall be approved by the affirmative vote of the majority of all of the Company's Members.

The unanimous vote of all the Company's Members shall be required for an amendment to the Company's Certificate of Formation or a Restated Certificate of Formation that contains an amendment to the Certificate of Formation.

3.9 Action Without Meeting. The Members may take action without holding a meeting, providing prior or subsequent notice, or taking a vote if at least the minimum number of votes that would be necessary to take the action of Members who would be entitled to vote on the action sign a written consent or consents stating the action taken.

3.10 Interested Members. A contract or transaction between the Company and one or more of its Members or officers, or between the Company and any entity or other organization in which one or more of the Company's Members or officers is a managerial official or has a financial interest, shall be void or voidable solely for this reason.

The contract or transaction, however, shall not be void or voidable solely because of the above if the contract or transaction is fair to the Company when the contract or transaction is authorized, approved, or ratified by the Members; or the material facts as to the Member's or officer's relationship or interest as to the contract or transaction are disclosed to or known by the Members, and the Members in good faith authorize the contract or transaction by the approval of a majority of the disinterested Members, even though the disinterested Members constitute less than a quorum.

4.

Officers and Agents

4.1 Officers in General. The Members may, at their discretion, elect or appoint officers or positions as the Members deem necessary. Any additional officers may be elected at the same or subsequent meetings, as may be determined by the Members. Any two or more offices may be held by the same person.

4.2 Term of Office and Removal. Each elected or appointed officer or agent of the Company shall hold office at the pleasure of the Members, or until the officer's death, resignation, removal from office, or until the end of that officer's term as may be set by the Members and the election or appointment and qualification of the officer's successor. The Members may set a term of office for the officers as is deemed to be in the best interest of the

Company. The Members may remove an officer or agent with or without cause, but such removal shall not prejudice any contract rights of the officer or agent removed.

4.3 *Employment and Other Contracts.* The Members may authorize any officer or officers or agent or agents to perform any of the duties in the management of the Company. The Members may authorize any officer or agent to enter into contracts regarding employment or other matters on behalf of the Company when such is in the Company's best interest.

4.4 *President.* If the Company's Officers should include a President, the President shall be the chief executive officer of the Company and, subject to the control of the Members, shall have general supervision, direction, and control of the Company's business and affairs. The President shall preside at all meetings of the Members. The President shall have all powers and duties as the Members may prescribe.

4.5 *Secretary.* If the Company's Officers should include a Secretary, the Members may vote to require the Secretary to attend and record all votes and the minutes of all proceedings of meetings of the Members. The Secretary shall be responsible for notice of all meetings of the Members. The Secretary shall be the custodian for Company's records. The Secretary shall have all other powers and duties as the Members may prescribe.

4.6 *Vice President.* If the Company's Officers should include a Vice President, the Vice President shall have all such powers to perform the usual and customary duties of that office as may be determined and prescribed by the Members, including presiding over meetings in the absence or inability of the President. There may be more than one Vice President, each of whom may have separate and distinct powers and duties. The Vice President shall act as the President in the absence of the President unless otherwise prohibited.

4.7 *Treasurer.* If the Company's Officers should include a Treasurer, the Treasurer shall be responsible for all the Company's funds, deposits, and securities in all banks, savings, or other depositories as the Members may designate. The Treasurer shall maintain full and accurate accounts of all receipts payable to the Company and disbursements of the Company's funds. The Treasurer shall provide the Members an accounting of the Company's finances and the Treasurer's activities, when requested. The Treasurer shall have all other powers and duties as the Members may prescribe.

4.8 Resignation and Removal. Any officer or agent may be removed, with or without cause, by the Members at a regular or special meeting if the Members determine the removal is in the best interests of the Company. The removal of the officer or agent shall be without prejudice to any contract rights of the person removed. An officer or agent may resign at any time by providing written notice to the Company. Such resignation shall take effect on the date of the Company's receipt of the notice unless the notice specifies it is to take effect on a future date or event, in which case, the resignation shall be effective upon that date or event.

4.9 Vacancies. Upon any vacancy of any office, the Members may elect a replacement for that office or an acting successor to the office until such time as a permanent replacement is elected.

5. Financial Affairs

5.1 Profits and Losses Allocation. Profits and Losses shall be allocated among the Members in proportion to each Member's respective percentage of ownership Interests. The Members may vote on the timing of distributions and whether any reserves, specified payments to Members, chargebacks, or offsets should precede a general profit allocation. The Members may vote to set a record date to establish those Members who were holders, according to the Company records, of an interest entitling them to a distribution on the date set for the allocation.

5.2 Distributions. The Members may determine if a distribution may be made in cash or by other asset of the Company. Should the Members fail to vote for a distribution of non-cash assets, a Member shall be entitled to a distribution only in the form of cash regardless of the form of that Member's contribution to the Company.

5.3 Capital Accounts. The company will maintain separate capital accounts for each member. Each capital account will accurately reflect the capital contributions of the member and the member's share of all profits, losses and distributions.

5.4 Ownership of Assets. All assets of the Company shall be owned by the Company and the members shall not have any individual ownership rights unless expressly stated otherwise in this agreement.

6.

General Provisions

6.1 Books and Records. The Company shall keep accurate records, books, and annual reports of its financial activity including accounts, properties, business transactions, assets, liabilities, and receipts. If the Members vote to record meeting minutes, the Company shall keep the minutes of the proceedings of its Members. Additionally, the Company shall keep a current list that states the percentage or other interest in the Company owned by each Member and the names of the members of each specified class or group, if such should exist. The Company also shall keep a copy of the Company's federal, state, and local tax information or income tax returns for each of the six preceding tax years; a copy of the Company's Certificate of Formation, including any amendments to or restatements of the Certificate of Formation; a copy of this or the current Company Agreement, including any amendments to or restatements of the Agreement; an executed copy of any powers of attorney; and a copy of any document that may establish a class or group of Members of the Company. The Company also shall keep a written statement of the amount of a cash contribution and a description and statement of the agreed value of any other contribution made or agreed to be made by each Member; the dates any additional contributions are to be made by a Member; any event which requires a Member to make additional contributions; any event which requires the winding up of the Company; and the date each Member became a Member of the Company.

All records shall be kept at the Company's principal office. Such records may be in written paper form or another form capable of being converted into written paper form within a reasonable time. All demands or written requests to examine and copy the Limited Liability Company records shall be sent to the Company's principal office.

On written demand stating a proper purpose, a Member, assignee of a membership interest, or a representative of the Member or assignee is entitled to examine and copy the Company's records at a reasonable time at the Company's principal office or other location approved by the Company and the Member, assignee of a membership interest, or a representative of the Member or assignee.

The examination and copying may be conducted by the Member, assignee of a membership interest, or a representative of the Member or assignee or through his or her agent,

accountant, or attorney. Any agent, accountant, or attorney conducting the examination and copying is subject to any obligation of the Member, assignee of a membership interest, or a representative of the Member or assignee with respect to the records made available for examination and copying.

On written request by a Member, assignee of a membership interest, or a representative of the Member or assignee, the Company will provide the Company's certificate of formation, including any amendments to or restatements of the certificate of formation; if in writing, the company agreement, including any amendments to or restatements of the company agreement; and any tax return described by Section 101.501(a)(2) at no charge.

Should the Company refuse a written request by a Member, assignee of a membership interest, or a representative of the Member or assignee to examine and copy its records or other information, it shall be liable, in addition to any damages or remedies afforded by law, for any costs or expenses, including attorney's fees, incurred in enforcing such membership rights unless the requestor has improperly used information obtained through a prior examination of the records or other information of the Company or was not acting in good faith or for a proper purpose in making such request for examination.

6.2 Fiscal Year. The Fiscal Year for the Company shall be fixed by resolution of the Members.

6.3 Indemnification. The Company may indemnify its officers, agents, those serving on its managerial board, and all others authorized to act for the Company, both current and former, for the reasonable expenses actually incurred by that person in connection with a proceeding in which the person is a respondent because of the person's capacity with the Company if the person is wholly successful, on the merits or otherwise, in the defense of the proceeding. The Members also may extend indemnification for such persons to the extent allowed by the Texas Business Organizations Code, as it may be amended from time to time.

6.4 Insurance. The Members may purchase and maintain insurance for the benefit of the Company and for the indemnification of its officers, agents, those serving on its managerial board, and all others authorized to act on its behalf.

6.5 Amendment of Company Agreement. This Company Agreement may be amended only if each Member of the Company consents to the amendment.


6.6 Amendment of Certificate of Formation. The Certificate of Formation may be amended only if each Member of the Company consents to the amendment.

6.7 Invalid Provisions. If any part of this agreement is held to be invalid or inoperative for any reason, the remaining parts, so far as possible and reasonable, shall remain valid and operative.

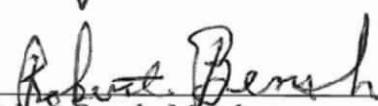
6.8 Relation to Certificate of Formation. This Company Agreement is subject to, and governed by, the Certificate of Formation as it may be amended from time to time.

IN WITNESS HEREOF, the undersigned, being all the Members of the Company, certify that the foregoing Regulations were unanimously adopted by the Members on the date first set out above.

MEMBERS:



John Green, Member



Robert Bensch, Member

EXHIBIT A

Member: John Green, 10904 Casias Dr
Austin, Texas 78717
Commitment: \$10.00
Ownership %: 50%

Member: Robert Bensch, 15313 Hillside Park Way
Cypress, Texas 77433
Commitment: \$1.00

Ownership %: 50%

EXHIBIT B – LLC SERIES

No series have been established by the Managers at the time of the adoption of this Company Agreement; provided, however, a revised Exhibit B shall be attached to this Company Agreement at the time any series are established as provided in Section 101.601 et. seq. of the Texas Business Organizations Code and Article 6 of the Company Agreement.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

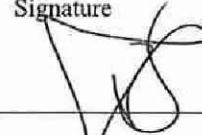
Date

Printed Name

Signature

~~4-10-26~~

John Green



April 10, 2026

Robert Bensch

Robert Bensch